

1 M. Caleb Meyer, Esq.
2 Nevada Bar No. 13379
3 Renee M. Finch, Esq.
4 Nevada Bar No. 13118
5 **MESSNER REEVES, LLP**
6 8945 West Russell Road, Suite 300
7 Las Vegas, NV 89148
Telephone: (702) 363-5100
Facsimile: (702) 363-5101
E-mail: rfinch@messner.com
cmeyer@messner.com

8 *Attorneys for Defendant*
9 *State Farm Mutual Automobile Insurance Company*

10 **UNITED STATES DISTRICT COURT**

11 **DISTRICT OF NEVADA**

12 SHALENENA DREW, individually,

13 Case No.: 2:23-cv-01627

14 Plaintiff,

15 **STIPULATION AND ORDER FOR**
16 **DISMISSAL**

17 vs.

18 STATE FARM MUTUAL AUTOMOBILE
19 INSURANCE COMPANY, an insurance company,
20 DOES 1-25 and XYZ Corporations 1-25, inclusive,
21 respectively,

22 Defendants.

23 IT IS HEREBY STIPULATED by and between Defendant, STATE FARM MUTUAL
24 AUTOMOBILE INSURANCE COMPANY through its counsel of record, M. CALEB MEYER, ESQ.
25 and RENEE M. FINCH, ESQ. of MESSNER REEVES LLP, and Plaintiff SHALENENA DREW,
26 through her counsel SEAN P. ROSE, ESQ. of ROSE LAW OFFICE, that all claims against STATE
27 FARM MUTUAL AUTOMOBILE INSURANCE COMPANY arising out of Case No. 2:23-cv-01627
be dismissed with prejudice in its entirety.

28 1. Plaintiff filed her Complaint on or about September 15, 2023;
2. This matter reached a resolution prior to Defendant filing an Answer to Plaintiff's
Complaint;

1 3. This matter was removed to this Court on October 9, 2023; the parties mutually agreed to
2 resolve this action prior to the FRCP 26(f) conference being scheduled;

3 4. The Parties have been able to reach a mutually acceptable resolution to this matter which
4 is memorialized in the Settlement and Release Agreement executed contemporaneous hereto;

5 5. In reaching the resolution STATE FARM MUTUAL AUTOMOBILE INSURANCE
6 COMPANY does not admit any liability and continues to deny the allegations in the Complaint;
7 Nonetheless, Plaintiff hereby stipulates to waive any and all claims against Defendant, STATE FARM
8 MUTUAL AUTOMOBILE INSURANCE COMPANY and dismiss this action with prejudice in
9 exchange for the agreed to resolution;

10 6. The parties also hereby stipulate, and this court hereby orders, that this settlement is
11 deemed a good faith settlement. Therefore, any and all claims by any other party against STATE FARM
12 MUTUAL AUTOMOBILE INSURANCE COMPANY are hereby extinguished;

13 7. There is no trial date currently set in this matter;

14 8. For the above-outlined reasons, the parties hereby stipulate to dismiss the present
15 litigation, with prejudice;

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26

27

28

1 Each of the parties to bear their own attorney's fees and costs.

2 IT IS RESPECTFULLY SUBMITTED.

3 DATED this 21ST day of November, 2023.

4 MESSNER REEVES, LLP.

5 _____
6 /s/ *Renee M. Finch*

7 M. Caleb Meyer, Esq.
8 Nevada Bar No. 13379
9 Renee M. Finch, Esq.
10 Nevada Bar No. 13118
11 8945 W. Russell Rd., Ste. 300
12 Las Vegas, NV 89148

13 *Attorneys for Defendant State Farm Mutual
14 Automobile Insurance Company*

15 DATED this 20 day of November, 2023.

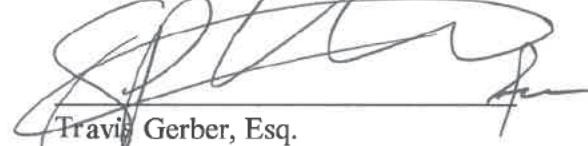
16 ROSE LAW OFFICE

17 

18 _____
19 Sean H. Rose, Esq.
20 Nevada Bar No. 5472
21 150 West Huffaker Lane, Ste. 101
22 Reno, NV 89511
23 *Attorney for Plaintiff*

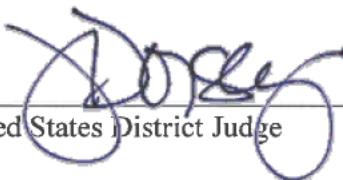
24 DATED this 20th day of November, 2023.

25 ROSE LAW OFFICE

26 

27 _____
28 Travis Gerber, Esq.
29 Nevada Bar No. 8083
30 Zachary Gerber, Esq.
31 Nevada Bar No. 13128
32 491 4th Elko
33 Elko, NV 89801
34 *Attorney for Plaintiff*

35 IT IS SO ORDERED.

36 
37 _____
38 United States District Judge

39 DATED this 21st day of November, 2023.